

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

Defendant.

PLEA AGREEMENT – DANIEL ROSENBL EDT – I
No. CR 13-00587 CRB

(b) to be charged by indictment;

(c) to plead not guilty to any criminal charge brought against him;

(d) to have a trial by jury, at which he would be presumed not guilty of the charge and the United States would have to prove every essential element of the charged offense beyond a reasonable doubt for him to be found guilty;

(e) to confront and cross-examine witnesses against him and to subpoena witnesses in his defense at trial;

(f) not to be compelled to incriminate himself;

(g) to appeal his conviction, if he is found guilty; and

(h) to appeal the imposition of sentence against him.

AGREEMENT TO PLEAD GUILTY AND WAIVE CERTAIN RIGHTS

2. The defendant knowingly and voluntarily waives the rights set out in Paragraph 1(b)-(g), above. The defendant also knowingly and voluntarily waives the right to file any appeal, any collateral attack, or any other writ or motion, including but not limited to an appeal under 18 U.S.C. § 3742 or a motion under 28 U.S.C. § 2241 or § 2255, that challenges the sentence imposed by the Court if that sentence is consistent with or below the Sentencing Guidelines range stipulated by the parties in Paragraph 9 of this Plea Agreement, regardless of how the sentence is determined by the Court. This Agreement does not affect the rights or obligations of the United States as set forth in 18 U.S.C. § 3742(b). Nothing in this paragraph, however, shall act as a bar to the defendant perfecting any legal remedies he may otherwise have on appeal or collateral attack respecting claims of ineffective assistance of counsel or prosecutorial misconduct. Pursuant to Fed. R. Crim. P. 7(b), the defendant will waive indictment at arraignment and will plead guilty to a four-count Information to be filed in the United States District Court for the Northern District of California. Count One of the Information charges the defendant with participating in a conspiracy to suppress and restrain competition by rigging bids to obtain selected properties offered at public real estate foreclosure auctions in San Mateo County, in the Northern District of California ("the San Mateo County selected properties"), in unreasonable restraint of interstate trade and commerce, in violation of the Sherman Act, 15

U.S.C. § 1, beginning as early as April 2008 and continuing until in or about January 2011 (“relevant period”). Count Two of the Information charges the defendant with conspiracy to commit mail fraud in violation of 18 U.S.C. § 1349, in San Mateo County, California, during the relevant period. Count Three of the Information charges the defendant with participating in a conspiracy to suppress and restrain competition by rigging bids to obtain selected properties offered at public real estate foreclosure auctions in San Francisco County, in the Northern District of California (“the San Francisco County selected properties”), in unreasonable restraint of interstate trade and commerce, in violation of the Sherman Act, 15 U.S.C. § 1, beginning as early as November 2009 and continuing until in or about January 2011 (“second relevant period”). Count Four of the Information charges the defendant with conspiracy to commit mail fraud in violation of 18 U.S.C. § 1349, in San Francisco County, California, during the second relevant period.

3. The defendant, pursuant to the terms of this Plea Agreement, will plead guilty to the criminal charges described in Paragraph 2 above and will make a factual admission of guilt to the Court in accordance with Fed. R. Crim. P. 11, as set forth in Paragraph 4 below. The United States agrees that at the arraignment, it will stipulate to the release of the defendant on his personal recognizance, pursuant to 18 U.S.C. § 3142, pending the sentencing hearing in this case.

FACTUAL BASIS FOR CHARGED OFFENSES

4. The defendant agrees that he is guilty of the offenses to which he will plead guilty, and agrees that the following facts are true:

(a) As to Count One of the Information:

During the relevant period, the defendant participated in a conspiracy to rig bids to obtain the San Mateo County selected properties. The primary purpose of this conspiracy was to suppress and restrain competition to purchase the San Mateo County selected properties at non-competitive prices. To carry out their conspiracy, the defendant and his co-conspirators agreed not to compete to purchase the San Mateo County selected properties, designated which conspirator would win the San Mateo County selected properties at the public auctions for the

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1 group of conspirators, and refrained from or stopped bidding on the San Mateo County selected
2 properties at the public auctions.

3 During the relevant period, the business activities of the defendant and his
4 co-conspirators were within the flow of, and substantially affected, interstate trade and
5 commerce. For example, mortgage holders located in states other than California received
6 proceeds from the public real estate foreclosure auctions that were subject to the bid-rigging
7 conspiracy.

8 During the relevant period, the conspiratorial activities described above took place in the
9 Northern District of California, and the real estate that was the subject of this conspiracy was
10 located in this District.

11 (b) As to Count Two of the Information:

12 During the relevant period, the defendant and his co-conspirators willfully and knowingly
13 agreed to devise and intended to devise and to participate in a scheme and artifice to defraud
14 mortgage holders, other holders of debt secured by the selected properties, and in some cases, the
15 defaulting homeowners (collectively, "beneficiaries"), and to obtain money and property from
16 them by means of materially false and fraudulent pretenses, representations, and promises. The
17 objects of the conspiracy were to fraudulently acquire title to the San Mateo County selected
18 properties, to make and receive payoffs, and to divert money to conspirators that would have
19 gone to the beneficiaries. Among other things, the defendant and his co-conspirators executed a
20 deceptive scheme by negotiating payoffs with one or more conspirators not to compete; in some
21 instances, falsely participating in foreclosure auctions to create the appearance that they were
22 bidding competitively when, in fact, they were not; purchasing the selected properties at public
23 auctions at suppressed prices; paying conspirators monies that otherwise would have gone to the
24 beneficiaries; taking steps to conceal the fact that monies were diverted from the beneficiaries to
25 the conspirators; making and causing to be made materially false and misleading statements on
26 records of public auctions that trustees relied upon to distribute proceeds from the public
27 auctions to the beneficiaries and convey title to properties sold at the public auctions; and
28 causing the suppressed purchase price to be reported and paid to the beneficiaries.

1 The defendant and others, for the purpose of executing the conspiracy described above
2 and attempting to do so, knowingly used and caused to be used the United States Postal Service
3 and private or commercial interstate carriers. For example, trustees used the United States mail
4 and private or commercial interstate carriers to transmit Trustee's Deeds Upon Sale and other
5 title documents to participants in the conspiracy. These mailings were foreseeable to the
6 defendant in the ordinary course of business.

7 During the relevant period, the real estate that was the subject of this conspiracy was
8 located in the Northern District of California.

9 (c) As to Count Three of the Information:

10 During the second relevant period, the defendant participated in a conspiracy to rig bids
11 to obtain the San Francisco County selected properties. The primary purpose of the conspiracy
12 was to suppress and restrain competition to purchase the San Francisco County selected
13 properties at non-competitive prices. To carry out their conspiracy, the defendant and his
14 co-conspirators agreed not to compete to purchase the San Francisco County selected properties,
15 designated which conspirator would win the San Francisco County selected properties at the
16 public auctions for the group of conspirators, and refrained from or stopped bidding on the San
17 Francisco County selected properties at the public auctions.

18 During the second relevant period, the business activities of the defendant and his
19 co-conspirators were within the flow of, and substantially affected, interstate trade and
20 commerce. For example, mortgage holders located in states other than California received
21 proceeds from the public real estate foreclosure auctions that were subject to the bid-rigging
22 conspiracy.

23 During the second relevant period, the conspiratorial activities described above took
24 place in the Northern District of California, and the real estate that was the subject of this
25 conspiracy was located in this District.

26 (d) As to Count Four of the Information:

27 During the second relevant period, the defendant and his co-conspirators willfully and
28 knowingly agreed to devise and intended to devise and to participate in a scheme and artifice to

defraud beneficiaries, and to obtain money and property from them by means of materially false and fraudulent pretenses, representations, and promises. The objects of the conspiracy were to fraudulently acquire title to the San Francisco County selected properties, to make and receive payoffs, and to divert money to conspirators that would have gone to the beneficiaries. Among other things, the defendant and his co-conspirators executed a deceptive scheme by negotiating payoffs with one or more conspirators not to compete; purchasing the selected properties at public auctions at suppressed prices; paying conspirators monies that otherwise would have gone to the beneficiaries; taking steps to conceal the fact that monies were diverted from the beneficiaries to the conspirators; making and causing to be made materially false and misleading statements on records of public auctions that trustees relied upon to distribute proceeds from the public auctions to the beneficiaries and convey title to the properties sold at the public auctions; and causing the suppressed purchase prices to be reported and paid to the beneficiaries.

The defendant and others, for the purpose of executing the conspiracy described above and attempting to do so, knowingly used and caused to be used the United States Postal Service and private or commercial interstate carriers. For example, trustees used the United States mail and private or commercial interstate carriers to transmit Trustee's Deeds Upon Sale and other title documents to participants in the conspiracy. These mailings were foreseeable to the defendant in the ordinary course of business.

During the second relevant period, the real estate that was the subject of this conspiracy was located in the Northern District of California.

The defendant earned no less than \$454,695 in illegally derived proceeds as a result of his participation in the conspiracies to defraud discussed above.

POSSIBLE MAXIMUM SENTENCE

5. The defendant understands that the statutory maximum penalty that may be imposed against him upon conviction for a violation of Count One or Count Three, 15 U.S.C. § 1, is:

(a) a term of imprisonment for ten years (15 U.S.C. § 1);

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1 (b) a fine in an amount equal to the greatest of (1) \$1 million, (2) twice the
2 gross pecuniary gain the conspirators derived from the crime, or (3) twice the gross pecuniary
3 loss caused to the victims of the crime by the conspirators (15 U.S.C. § 1; 18 U.S.C. § 3571(b)
4 and (d)); and

5 (c) a term of supervised release of not more than three years following any
6 term of imprisonment. If the defendant violates any condition of supervised release, the
7 defendant could be required to serve up to an additional two years in prison (18 U.S.C.
8 § 3559(a)(3); 18 U.S.C. § 3583(b)(2) and (e)(3); and United States Sentencing Guidelines
9 (“U.S.S.G.,” “Sentencing Guidelines,” or “Guidelines”) §5D1.2(a)(2)).

10 6. The defendant understands that the statutory maximum penalty that may be
11 imposed against him upon conviction for a violation of Count Two or Count Four, 18 U.S.C.
12 § 1349, is:

13 (a) a term of imprisonment for thirty years (18 U.S.C. § 1349);
14 (b) a fine of not more than \$1 million;
15 (c) a term of supervised release of not more than five years following any
16 term of imprisonment. If the defendant violates any condition of supervised release, the
17 defendant could be required to serve up to an additional three years in prison (18 U.S.C.
18 § 3559(a)(2); 18 U.S.C. § 3583(b)(1) and (e)(3); and U.S.S.G. §5D1.2(a)(1)); and
19 (d) forfeiture of any property constituting or derived from proceeds obtained
20 as the result of the violation (18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)).

21 7. In addition, the defendant understands that:

22 (a) pursuant to U.S.S.G. §5E1.1 or 18 U.S.C. § 3663(a)(3), the Court may
23 order him to pay restitution to the victims of the offense; and

24 (b) pursuant to 18 U.S.C. § 3013(a)(2)(A), the Court is required to order the
25 defendant to pay a \$100 special assessment upon conviction for each charged crime, totaling
26 \$400.

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SENTENCING GUIDELINES

8. The defendant understands that the Sentencing Guidelines are advisory, not mandatory, but that the Court must consider the Guidelines in effect on the day of sentencing, along with the other factors set forth in 18 U.S.C. § 3553(a), in determining and imposing sentence. The defendant understands that the Guidelines determinations will be made by the Court by a preponderance-of-the-evidence standard. The defendant understands that although the Court is not ultimately bound to impose a sentence within the applicable Guidelines range, its sentence must be reasonable, based upon consideration of all relevant sentencing factors set forth in 18 U.S.C. § 3553(a). Pursuant to U.S.S.G. §1B1.8, the United States agrees that self-incriminating information that the defendant provides to the United States pursuant to this Plea Agreement will not be used to increase the volume of affected commerce or loss attributable to the defendant or in determining the defendant's applicable Guidelines range, except to the extent provided in U.S.S.G. §1B1.8(b).

SENTENCING AGREEMENT

9. The United States and the defendant agree that the following Sentencing Guidelines apply:

(a) Counts One and Three (15 U.S.C. § 1):

Counts One and Three are grouped under U.S.S.G §3D1.2(d) by aggregating the volume of commerce attributable to the defendant in both counties

i.	Base Offense Level, U.S.S.G. §2R1.1(a):	12
ii.	Conduct involved agreement to submit non-competitive bids, U.S.S.G. §2R1.1(b)(1):	+1
iii.	Volume of Commerce, U.S.S.G. §2R1.1(b)(2)(B) (stipulated to be \$26,915,817):	+4
iv.	Aggravating Role, U.S.S.G. §3B1.1(b):	+3
	Total:	20
	Fine calculated as one to five percent of the volume of commerce, but not less than \$20,000. U.S.S.G. §2R1.1(c)(1):	\$269,158 - \$1,345,791

(b) Counts Two and Four (18 U.S.C. § 1349):

Counts Two and Four are grouped under U.S.S.G. §3D1.2(d) by aggregating the fraud loss for the selected properties from both counties

i.	Base Offense Level, U.S.S.G. §2X1.1(a) (incorporates base offense level from Guideline for substantive offense, U.S.S.G. §2B1.1(a)(1))	7
ii.	Adjustments, U.S.S.G. §2X1.1(a) (incorporates adjustments from Guideline for substantive offense)	
a.	Loss > \$400,000, U.S.S.G. §2B1.1(b)(1)(H):	+14
b.	10 or more victims, U.S.S.G. §2B1.1(b)(2)(A):	+2
c.	Aggravating Role, U.S.S.G. §3B1.1(b):	+3
	Total:	26
	Fine, U.S.S.G. §5E1.2(c)(3):	\$12,500 to \$125,000

Counts One and Three group with Counts Two and Four under U.S.S.G. §3D1.2(b). According to U.S.S.G. §3D1.3(a), the combined offense level is the highest offense level between these two subgroups. Therefore, the offense level to be applied is the offense level for the subgroup consisting of Counts Two and Four, which results in a combined offense level of 26.

10. The United States agrees that it will make a motion, pursuant to U.S.S.G. §3E1.1, for a downward adjustment of three levels for acceptance of responsibility due to the defendant's timely notification of his intention to enter a guilty plea. Therefore, the ultimate Guidelines calculations result in an adjusted offense level of 23, for a jail term of 46 to 57 months and a fine of \$10,000 to \$100,000.

11. The defendant understands that the Court will order him to pay a special assessment of \$100 per count (\$400 total) pursuant to 18 U.S.C. § 3013(a)(2)(A) in addition to any fine imposed. The parties agree that there exists no aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the U.S. Sentencing Commission in formulating the Sentencing Guidelines justifying a departure pursuant to U.S.S.G. §5K2.0.

1 12. The Mandatory Victim Restitution Act requires the Court to order restitution to
2 the victims of certain offenses. The government and the defendant agree to recommend that the
3 Court order the defendant to pay restitution in the amount of \$127,808 pursuant to U.S.S.G.
4 §5E1.1(a). The defendant understands that this Plea Agreement is voidable by the government if
5 he fails to pay the restitution as ordered by the Court. The defendant further agrees that he will
6 not seek to discharge any restitution obligation or any part of such obligation in any bankruptcy
7 proceeding.

8 13. The defendant agrees that the illegally derived proceeds discussed above are
9 subject to forfeiture. As a result, the defendant agrees to forfeit to the United States the sum of
10 \$454,695 (the "Forfeited Amount"). The defendant agrees to disclaim, waive, and forfeit any
11 interest in the proceeds described herein and consents to the forfeiture of the Forfeited Amount.
12 The defendant further agrees to make a lump sum payment of the Forfeited Amount on or before
13 January 1, 2014.

14 14. The defendant agrees to fully assist the government in effectuating the payment of
15 the Forfeited Amount. The defendant agrees that before or after sentencing, he will, upon
16 request of the Court, the government, or the U.S. Probation Office, provide accurate and
17 complete financial information, submit sworn statements, and give depositions under oath
18 concerning his assets and his ability to pay, surrender assets he obtained as a result of his crimes,
19 and release funds and property under his control in order to pay any fine, forfeiture, or
20 restitution.

21 15. The defendant agrees that the Forfeited Amount constitutes proceeds as defined in
22 18 U.S.C. § 981(a)(2), which the defendant obtained directly or indirectly as a result of a
23 violation of 18 U.S.C. § 1349, and thus are subject to forfeiture to the United States upon his
24 guilty plea pursuant to this Agreement.

25 16. The United States and the defendant are not aware of any information that would
26 affect the defendant's Criminal History Category. If no other information were discovered, the
27 defendant's Criminal History Category would be I. The parties understand that the defendant's
28 Criminal History Category is determined by the Court.

1 17. The defendant understands that the sentence to be imposed on him is within the
2 sole discretion of the sentencing judge. The United States cannot and does not make any
3 promises or representations as to what sentence the defendant will receive. However, the United
4 States will inform the Probation Office and the Court of (a) this Agreement; (b) the nature and
5 extent of the defendant's activities in this case and all other activities of the defendant that the
6 United States deems relevant to sentencing; and (c) the nature and extent of the defendant's
7 cooperation with the United States. In so doing, the United States may use any information it
8 deems relevant, including information provided by the defendant both prior and subsequent to
9 the signing of this Agreement. The United States reserves the right to make any statement to the
10 Court or the Probation Office concerning the nature of the criminal violations charged in the
11 attached Information, the participation of the defendant therein, and any other facts or
12 circumstances that it deems relevant. The United States also reserves the right to comment on or
13 to correct any representation made by or on behalf of the defendant and to supply any other
14 information that the Court may require.

15 18. If the United States determines that the defendant has provided substantial
16 assistance in any Federal Proceeding, as defined in Paragraph 21 of this Plea Agreement, and has
17 otherwise fully complied with all of the terms of this Plea Agreement, it will file a motion,
18 pursuant to U.S.S.G. §5K1.1, advising the sentencing judge of all relevant facts pertaining to that
19 determination and requesting the Court to sentence the defendant in light of the factors set forth
20 in U.S.S.G. §5K1.1(a)(1)-(5). The defendant acknowledges that the decision whether he has
21 provided substantial assistance in any Federal Proceeding and has otherwise complied with the
22 terms of this Plea Agreement is within the sole discretion of the United States. It is understood
23 that, should the United States determine that the defendant has not provided substantial
24 assistance in any Federal Proceeding, or should the United States determine that the defendant
25 has violated any provision of this Plea Agreement, such a determination will release the United
26 States from any obligation to file a motion pursuant to U.S.S.G. §5K1.1, but will not entitle the
27 defendant to withdraw his guilty plea once it has been entered. The defendant further

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1 understands that, whether or not the United States files a motion pursuant to U.S.S.G. §5K1.1,
2 the sentence to be imposed on him remains within the sole discretion of the sentencing judge.

3 19. Subject to the ongoing, full, and truthful cooperation of the defendant described in
4 Paragraph 21 of this Plea Agreement, and before sentencing in the case, the United States will
5 fully advise the Court and the Probation Office of the fact, manner, and extent of the defendant's
6 cooperation and his commitment to prospective cooperation with the United States' investigation
7 and prosecutions, all material facts relating to the defendant's involvement in the charged
8 offenses, and all other relevant conduct. To enable the Court to have the benefit of all relevant
9 sentencing information, the United States may request, and the defendant will not oppose, that
10 sentencing be postponed until his cooperation is complete.

11 20. The United States and the defendant understand that the Court retains complete
12 discretion to accept or reject either party's sentencing recommendation. The defendant
13 understands that, as provided in Fed. R. Crim. P. 11(c)(3)(B), if the Court does not impose a
14 sentence consistent with either party's sentencing recommendation, he nevertheless has no right
15 to withdraw his plea of guilty.

16 DEFENDANT'S COOPERATION

17 21. The defendant will cooperate fully and truthfully with the United States in the
18 prosecution of this case, the conduct of the current federal investigation of violations of federal
19 antitrust and related criminal laws involving the purchase of properties at public real estate
20 foreclosure auctions in the Northern District of California, any other federal investigation
21 resulting therefrom, and any litigation or other proceedings arising or resulting from any such
22 investigation to which the United States is a party ("Federal Proceeding"). The ongoing, full,
23 and truthful cooperation of the defendant shall include, but not be limited to:

24 (a) producing all non-privileged documents, including claimed personal
25 documents, and other materials, wherever located, in the possession, custody, or control of the
26 defendant, requested by attorneys and agents of the United States;

27 (b) making himself available for interviews, not at the expense of the United
28 States, upon the request of attorneys and agents of the United States;

1 (c) responding fully and truthfully to all inquiries of the United States in
2 connection with any Federal Proceeding, without falsely implicating any person or intentionally
3 withholding any information, subject to the penalties of making false statements (18 U.S.C.
4 § 1001) and obstruction of justice (18 U.S.C. § 1503, *et seq.*);

5 (d) otherwise voluntarily providing the United States with any non-privileged
6 material or information, not requested in (a)-(c) of this paragraph, that he may have that is related
7 to any Federal Proceeding; and

8 (e) when called upon to do so by the United States in connection with any
9 Federal Proceeding, testifying in grand jury, trial, and other judicial proceedings fully, truthfully,
10 and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or
11 declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C.
12 §§ 401-402), and obstruction of justice (18 U.S.C. § 1503, *et seq.*).

13 GOVERNMENT'S AGREEMENT

14 22. Subject to the full, truthful, and continuing cooperation of the defendant described
15 in Paragraph 21 of this Plea Agreement, and upon the Court's acceptance of the guilty plea
16 called for by this Plea Agreement and the imposition of sentence, the United States will not bring
17 further criminal charges against the defendant for any act or offense committed before the date of
18 this Plea Agreement that was undertaken in furtherance of an antitrust conspiracy or in violation
19 of any related criminal law involving the purchase of properties at public real estate foreclosure
20 auctions in the Northern District of California ("Relevant Offenses"). The non-prosecution
21 terms of this paragraph do not apply to civil matters of any kind, to any violation of the federal
22 tax or securities laws, or to any crime of violence.

23 23. The defendant understands that he may be subject to administrative action by
24 federal or state agencies other than the United States Department of Justice, Antitrust Division,
25 based upon the conviction resulting from this Plea Agreement, and that this Plea Agreement in
26 no way controls whatever action, if any, other agencies may take. However, the United States
27 agrees that, if requested, it will advise the appropriate officials of any governmental agency
28 considering such administrative action of the fact, manner, and extent of the cooperation of the

1 defendant as a matter for that agency to consider before determining what administrative action,
2 if any, to take.

3 REPRESENTATION BY COUNSEL

4 24. The defendant has reviewed all legal and factual aspects of this case with his
5 attorney and is fully satisfied with his attorney's legal representation. The defendant has
6 thoroughly reviewed this Plea Agreement with his attorney and has received satisfactory
7 explanations from his attorney concerning each paragraph of this Plea Agreement and
8 alternatives available to the defendant other than entering into this Plea Agreement. After
9 conferring with his attorney and considering all available alternatives, the defendant has made a
10 knowing and voluntary decision to enter into this Plea Agreement.

11 VOLUNTARY PLEA

12 25. The defendant's decision to enter into this Plea Agreement and to tender a plea of
13 guilty is freely and voluntarily made and is not the result of force, threats, assurances, promises,
14 or representations other than the representations contained in this Plea Agreement. The United
15 States has made no promises or representations to the defendant as to whether the Court will
16 accept or reject the recommendations contained within this Plea Agreement.

17 VIOLATION OF PLEA AGREEMENT

18 26. The defendant agrees that, should the United States determine in good faith,
19 during the period that any Federal Proceeding is pending, that the defendant has failed to provide
20 full and truthful cooperation, as described in Paragraph 21 of this Plea Agreement, or has
21 otherwise violated any provision of this Plea Agreement, the United States will notify the
22 defendant or his counsel in writing by personal or overnight delivery or facsimile transmission,
23 and may also notify his counsel by telephone, of its intention to void any of its obligations under
24 this Plea Agreement (except its obligations under this paragraph), and the defendant shall be
25 subject to prosecution for any federal crime of which the United States has knowledge, including
26 but not limited to, the substantive offenses relating to the investigation resulting in this Plea
27 Agreement. The defendant may seek Court review of any determination made by the United
28 States under this paragraph to void any of its obligations under the Plea Agreement. The

1 defendant agrees that, in the event that the United States is released from its obligations under
2 this Plea Agreement and brings criminal charges against the defendant for any Relevant
3 Offenses, the statute of limitations period for such offense shall be tolled for the period between
4 the date of the signing of this Plea Agreement and six months after the date the United States
5 gave notice of its intent to void its obligations under this Plea Agreement.

6 27. The defendant understands and agrees that in any further prosecution of him
7 resulting from the release of the United States from its obligations under this Plea Agreement
8 based on the defendant's violation of the Plea Agreement, any documents, statements,
9 information, testimony, or evidence provided by him to attorneys or agents of the United States,
10 federal grand juries, or courts, and any leads derived therefrom, may be used against him in any
11 such further prosecution. In addition, the defendant unconditionally waives his right to challenge
12 the use of such evidence in any such further prosecution, notwithstanding the protections of Fed.
13 R. Evid. 410.

14 ENTIRETY OF AGREEMENT

15 28. This Plea Agreement constitutes the entire agreement between the United States
16 and the defendant concerning the disposition of the criminal charges in this case. This Plea
17 Agreement cannot be modified except in writing, signed by the United States and the defendant.

18 29. The undersigned attorneys for the United States have been authorized by the
19 Attorney General of the United States to enter this Plea Agreement on behalf of the United
20 States.

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30. A facsimile signature shall be deemed an original signature for the purpose of executing this Plea Agreement. Multiple signature pages are authorized for the purpose of executing this Plea Agreement.



DANIEL ROSENBLEDT
Defendant

Dated: 10-17-13



GEORGE D. NIESPOLO
JENNIFER BRIGGS FISHER
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Spear Tower
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Dated: 10-17-13



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Antitrust Division

Dated: 10/17/13